

TOWN OF FOREST HEIGHTS TOWN MEETING

Wednesday, July 15, 2020
8:00 pm
Virtual Meeting

Agenda

- I. Call to Order
- II. Roll Call
- III. Moment of Silence
- IV. Pledge of Allegiance to the Flag of the United States of America
- V. Approval of Agenda
- VI. Approval of Consent Agenda
 - a) Minutes from July 6, 2020 Town Work Session Meeting and FY 2020-2021 Public Budget Hearing will be presented 8/3/2020 meeting
- VII. Public Period (limit 2 minutes)
- VIII. Legislation
- IX. New Business
- X. Adjournment

**THE TOWN OF FOREST HEIGHTS
RESOLUTION 42-20**

A RESOLUTION TO APPROVE AN AMENDMENT OR CHANGE ORDER FOR AN ONGOING PUBLIC WORKS CONTRACT WITH FORT MYER CONSTRUCTION CORPORATION FOR THE CONSTRUCTION OF A SIDEWALK ALONG NORTH HURON DRIVE

Introduced by: Mayor Habeeb-Ullah Muhammad

WHEREAS, the North Huron Drive Sidewalks – Phase I Project (Contract No. FHRFB 2-17) includes reconstruction of more than 2,300 linear feet of pervious concrete sidewalk, reconstruction/upgrades to driveway aprons, construction of ADA compliant concrete ramps, tree and fence removal and installation, and pavement markings to allow for pedestrian flow and access to the area schools; and

WHEREAS, at its August 21, 2019 Town Council meeting, the Town Council approved Resolution 52-19 which awarded the bid and authorized the Mayor to execute a contract on behalf of the Town with Fort Myer Construction Corporation for the construction of a sidewalk along North Huron Drive for a total cost of \$539,449.10; and

WHEREAS, during a telephone conversation on August 27, 2019 between the Town Administrator, the project manager, Pennoni Associates, and Fort Myer Construction Corporation, the awardee, an issue was raised by the awardee indicating that “there are some line items missing in the proposal such as GAB [Graded Aggregate Base] under the driveway[s];” and

WHEREAS, the Bid Response Form of the Town’s Invitation for Bids for this project as completed by the awardee includes line items (5001 & 5002) to install a 6” concrete driveway apron above a 4” Graded Aggregate Base (“GAB”); however, neither party apparently foresaw the need to include a line item for removing, hauling, and dumping the existing dirt, clay or other materials in order to backfill with the requisite 4” GAB as required by SHA Standards for Highways and Incidental Structures No. MD 630.01 & No. 630.02; and

WHEREAS, both parties to the then proposed contract at the time agreed that this aspect of the scope of work was not made explicit in the advertised bid package nor was it adequately addressed in the original bid response by Fort Myer; and

WHEREAS, consequently, to cover the abovementioned driveway apron construction costs both parties have negotiated a fair and equitable price addition of \$16,315.00 to the original bid amount submitted by Fort Myer to be approved as a change order or amendment; and

WHEREAS, said price addition would increase the overall amount of the bid response from \$539,449.10 to \$555,764.10, but would still result in the Fort Myer bid response being the

The Town of Forest Heights
Resolution 42-20

**THE TOWN OF FOREST HEIGHTS
RESOLUTION 42-20**

lowest bidder for the project because the next lowest bid for this project came in at \$562,005.15 submitted by Priority Construction; and

WHEREAS, the Town has received Safe Routes to School monies in the amount of \$211,000.00 from the SHA to assist with the funding of this project; and

WHEREAS, the Town previously recommended Fort Myer Construction Corporation as the lowest and best qualified bidder to perform the construction services for said project at a total cost of \$539,449.10 and the MDOT-SHA determined that the original bid meets the established criteria of responsibility under their Governing Specifications; and

WHEREAS, the MDOT-SHA had issued a Concurrence in Award letter to the Town dated July 11, 2019 which depicts their agreement with the Town's decision to award the project to Fort Myer Construction Corporation and has recommended notice to proceed; and

WHEREAS, since the contract has been executed, partially performed and the change described herein is reasonable and necessary, the Town Council finds it to be in the best interest of the Town to approve the above-described change order or amendment.

NOW THEREFORE, BE IT RESOLVED that the Mayor and Town Council of the Town of Forest Heights, Maryland have received and reviewed the attached letter from the project manager Pennoni Associates on behalf of the Town depicting the unit cost amendment to the original bid amount submitted by Fort Myer Construction Corporation referred to as Exhibit A of this Resolution.

AND, BE IT FURTHER RESOLVED that the Town Council hereby amends and ratifies Resolution 52-19, as deemed necessary, to conform with the intent of this Resolution and to further approve and authorize the Mayor to execute a contract amendment or change order with Fort Myer Construction Corporation attached hereto as Exhibit B in the revised amount of \$555,764.10 to carry out the performance of the project described hereinabove to be paid from Budget line item 8000 "Street Repairs".

AND, BE IT FURTHER RESOLVED, that the Town Council of Forest Heights, Maryland hereby authorizes and approves the Mayor on behalf of the Town to execute any other related instrument or document necessary to carry out the intent of this Resolution.

AND, BE IT FURTHER RESOLVED that this Resolution shall take effect upon its passage.

PASSED this 15th day of July 2020.

APPROVED: By Resolution of the Town Council of The Town of Forest Heights, Maryland.

The Town of Forest Heights
Resolution 42-20

**THE TOWN OF FOREST HEIGHTS
RESOLUTION 42-20**

ROLL CALL VOTE

YEA/NAY/ABSTAIN/ABSENT

MUHAMMAD

KENNEDY II

NOBLE

BARNES

HINES

WASHINGTON

ATKINSON

ATTEST:

MAYOR AND COUNCIL OF THE TOWN OF
FOREST HEIGHTS, MARYLAND

Sherletta Hawkins, Town Clerk

Habeeb-Ullah Muhammad, Mayor

Calvin Washington, Council President

CERTIFICATION

I, hereby certify, as the duly appointed Town Clerk of the Town of Forest Heights, Maryland,
that on the 15th day of July 2020 with _____ Aye votes and _____ Nay vote the aforesaid
Resolution __-20 passed.

Sherletta Hawkins, Town Clerk

Exhibit A (Unit Cost Letter) & Exhibit B (amendatory contract/change order)

The Town of Forest Heights
Resolution 42-20

October 2, 2019

Neja Srur

Project Manager

FORT MYER CONSTRUCTION CORPORATION

2237 33rd Street, NE

Washington, DC 20018

RE: FHRFB 2-17, SHA#HS232B51; FAP No. SRTS-3(380) E
North Huron Drive Sidewalks - Phase I - Prince George's County
Amendment for Class 2 Excavation Response

Dear Mr. Srur:

On behalf of the Town of Forest Heights, we have received and reviewed your counter offer to the contract mentioned above. You have proposed, in a email dated September 24, 2019, a unit price of \$65/CY for a quantity of 251 CY.

Although there has not been a change in scope that would necessitate an amendment, the Town has agreed to compensate you at a unit price of \$65.00 /CY for a quantity of 251 CY (\$16,315) for excavation to install the 4" Graded Aggregate for Driveways. Therefore, the Town will agree to paying for this scope of work, not to exceed the amount of \$16,315. This unit price will also be used in the event that any unsuitable material is uncovered beyond the section illustrated in the MD STD. Please keep in mind that this amendment will need to be reviewed and approved by the Maryland State Highway Administration prior to final acceptance. This will need to take place prior to the Town signing the contract.

Sincerely,

PENNONI ASSOCIATES, INC.

Kim Adams, PE

APPLICATION AND CERTIFICATE FOR PAYMENT

TO: Town Of Forest Height
5508 Arapahoe Drive
Forest Heights, MD 20745

Project: Safe Routes to School North Huron Drive Sidewalks-Phase I

APPLICATION NO.: 1
APPLICATION DATE: 4/15/2020
PERIOD TO: 5/15/2020

FROM: Fort Myer Construction Corporation
2237 33rd Street, N.E.
Washington, DC 20018

CONTRACT NUMBER: FHFRB 2-17
SHA NUMBER: HS232B51
FAP NUMBER: SRTS-3(380) E
PO Date: 10/29/2019

CONTRACTOR'S APPLICATION FOR PAYMENT

CHANGE ORDER SUMMARY			
Change orders approved - During previous month		ADDITIONS	DEDUCTIONS
TOTAL			\$ -
Approved this Month			
Number	Date Approved		
Total Change Orders		\$0.00	\$0.00
Net change by Change Orders			\$0.00
The undersigned Contractor			

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

Application is made for payment as shown below.
The present status of the account for this Contract is as follows:

1 Original Contract Sum	\$555,764.10
2 Net Change by Change orders	
3 Contract sum to date	\$555,764.10
4 Stored Material	
5 Total completed and stored to date	\$16,315.00
6 Retainage:	
a. 5.0% of Completed Work	\$815.75
b. 0.0% of Stored Materials	\$0.00
Total Retainage	\$815.75
7 Total earned less retainage	\$815.75
8 Less previous certificates for Payment	\$15,499.25
9 Current payment due	\$0.00
10 Balance to finish, plus retainage	\$15,499.25
	\$339,449.10

State of: District of Columbia SS; County of: , 2020
Subscribed and sworn to before me this day of
District of Columbia Date:

CONTRACTOR: FORT MYER CONSTRUCTION CORPORATION

By: Neja Srur, Project Manager Date: May 29, 2020

Digitally signed by Neja Srur, DN: cn=Neja, o=Fort Myer Construction Corp., ou=Fort Myer Construction Corp., email=neja@fmyer.com, c=US, Date: 2020.05.29 13:20:07

Notary Public

My commission expires:

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief, the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

Amount Certified
(Attached explanation if amount certified differs from the amount applied for)
ARCHITECT:

By: This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

Date:

CONSTRUCTION MANAGER:

CONSTRUCTION MANAGEMENT SUPERVISION:

Project: Safe Routes to School North Huron Drive Sidewalks-Phase I
 Client: Town of Forest Heights
 Contractor: Fort Myer Construction Company

APPLICATION NO.: 1
 APPLICATION DATE: 4/15/2020
 PERIOD TO: 5/15/2020
 PROJECT NUMBER: 10699

Item NO	Description of Work	Unit	Unit Price	Qty	Scheduled Value	Previous month		This month		Total to date	
						Quantity	Amount	Quantity	Amount	Quantity	Amount
1001	Clearing and Grubbing	LS	1484	1	\$ 1,484.00		\$ -		\$ -	0.00	\$0.00
1002	Removal of Trees	EA	1113	4	\$ 4,452.00		\$ -		\$ -	0.00	\$0.00
1003	Temporary Traffic Signs High Performance	SF	30	96	\$ 2,880.00		\$ -		\$ -	0.00	\$0.00
1004	Drums for Maintenance of Traffic	EA	\$110.00	50	\$ 5,500.00		\$ -		\$ -	0.00	\$0.00
1005	Construction Stakout (1% of Total)	LS	\$5,000.00	1	\$ 5,000.00		\$ -		\$ -	0.00	\$0.00
1006	Mobilization (Fixed from PG Co. Guidelines)	LS	\$20,000.00	1	\$ 20,000.00		\$ -		\$ -	0.00	\$0.00
2002	Saw Cut	LF	\$4.84	2019	\$ 9,771.96		\$ -		\$ -	0.00	\$0.00
2003	Removal of Existing Sidewalk	SF	\$7.30	50	\$ 365.00		\$ -		\$ -	0.00	\$0.00
3001	Clean Existing Inlets	EA	\$878.00	9	\$ 6,102.00		\$ -		\$ -	0.00	\$0.00
3002	Inlet Protection	EA	\$445.00	9	\$ 4,005.00		\$ -		\$ -	0.00	\$0.00
3003	Clean Existing Pipe	LF	\$42.70	500	\$ 21,350.00		\$ -		\$ -	0.00	\$0.00
5001	4" Graded Aggregate for Driveways	SY	\$21.00	921	\$ 19,341.00		\$ -		\$ -	0.00	\$0.00
5002	6" Concrete Driveway/ Apron	SY	\$98.00	921	\$ 88,416.00		\$ -		\$ -	0.00	\$0.00
5003	12" White Lead Free Reflective Thermoplastic Pavement Markings	LF	\$17.40	486	\$ 8,456.40		\$ -		\$ -	0.00	\$0.00
5004	Removal of Existing Pavement Marking Lines, Any Width	LF	\$4.48	300	\$ 1,335.00		\$ -		\$ -	0.00	\$0.00
6001	1 Year Maintenance of Pervious Concrete	LS	\$6,676.84	1	\$ 6,676.84		\$ -		\$ -	0.00	\$0.00
6002	Standard Type 2A Combination Curb and Gutter for Driveways and Ramps	SF	\$16.30	13600	\$ 221,680.00		\$ -		\$ -	0.00	\$0.00
6003	5 inch Concrete Sidewalk (Ramps Only)	LF	\$37.00	863	\$ 31,931.00		\$ -		\$ -	0.00	\$0.00
6004	Detectable Warning Surface for Curb Ramps	SF	\$73.00	467	\$ 34,091.00		\$ -		\$ -	0.00	\$0.00
6005	Remove and Reest Fence - Any Type	SF	\$59.35	70	\$ 4,154.50		\$ -		\$ -	0.00	\$0.00
6006	5' Galvanized Chain Link Fence	LF	\$39.00	450	\$ 17,550.00		\$ -		\$ -	0.00	\$0.00
6007	Placing Furnished Topsoil 4 Inch Depth	LF	\$52.00	100	\$ 5,200.00		\$ -		\$ -	0.00	\$0.00
7001	Turfgrass Establishment	SY	\$22.30	252	\$ 5,619.60		\$ -		\$ -	0.00	\$0.00
7002	Tree, Shrub and Perennial Installation and Establishment	SY	\$7.65	252	\$ 1,927.80		\$ -		\$ -	0.00	\$0.00
8001	Adjust Existing Handhole	LS	\$3,000.00	1.00	\$ 3,000.00		\$ -		\$ -	0.00	\$0.00
8002	Remove and Relocate Existing Ground Mounted Signs	EA	\$1,200.00	2.00	\$ 2,400.00		\$ -		\$ -	0.00	\$0.00
Change Order #1	Class II excavation	SF	\$130.00	52	\$ 6,760.00		\$ -		\$ -	0.00	\$0.00
		CY	\$85.00	251	\$ 16,315.00		\$ -	251.00	\$ 16,315.00	251.00	\$16,315.00
					\$555,764.10		\$0.00		\$16,315.00		\$16,315.00

RESOLUTION 43-20
THE TOWN OF FOREST HEIGHTS

A RESOLUTION APPROVING A COUNTY AGREEMENT TO RECEIVE AN ALLOTMENT OF FEDERAL CORONAVIRUS RELIEF FUNDS FOR FY2020-21

Introduced By: Mayor Habeeb-Ullah Muhammad

WHEREAS, the Governor, as of March 5, 2020 and thereafter, has issued orders initially declaring a state of emergency and catastrophic health emergency for the epidemic known as COVID-19; and

WHEREAS, the Mayor of the Town of Forest Heights, as of April 5, 2020 issued a proclamation initially declaring the existence of a local emergency thereby requiring the public to observe certain social distancing behaviors and closing the town offices and the municipal building to the public except for essential police operations, and ordering most of the remaining staff to telework; and

WHEREAS, the Town Council on May 4, 2020 approved a resolution extending the Mayor's Local Emergency Order beyond 30 days and throughout the same duration as the Governor's State-declared health emergency or until such time as the Mayor or the Council sees fit to terminate said order; and

WHEREAS, on May 6, 2020, the County Executive wrote the Mayor stating that under the United States Department of Treasury, Coronavirus Aid, Relief, and Economic Security (CARES) Act, Prince George's County, Maryland, received a direct allocation from the Coronavirus Relief Fund (CRF) to cover necessary expenditures directly related to the Coronavirus Disease 2019 (COVID-19), and that the County will allocate \$15 million of its CRF funding to its 27 municipalities on a per capita basis and that the Town's share would be \$157,000; and

WHEREAS, on June 10, 2020, the County Director of the Office of Management and Budget wrote the Mayor stating that, with certain modifications, the County has accepted the Town's budget and spending plan to expend its \$157,000 allocation, attached hereto and incorporated herein as Exhibit A.

NOW THEREFORE BE IT RESOLVED, that the Town Council approves and authorizes the Mayor to enter into on behalf of the Town, a CRF Agreement with Prince George's County, attached hereto and incorporated herein as Exhibit B, in accordance with the terms and conditions stated therein;

AND BE IT FURTHER RESOLVED, that this Resolution shall authorize the Mayor or her designee to sign a Certificate of Assurance of Compliance, a Certificate of Authority and any

other relevant documents or form prescribed by the County to carry out the implementation of the Town's above-referenced spending plan;

AND BE IT FURTHER RESOLVED that the Mayor is authorized to sign this Resolution on behalf of the Council;

AND BE IT FURTHER RESOLVED, that this Resolution shall take effect immediately upon passage.

PASSED this ____ day of July 2020.

APPROVED: By Resolution of the Town Council of The Town of Forest Heights, Maryland

ROLL CALL VOTE

YEA/NAY/ABSTAIN/ABSENT

MUHAMMAD

KENNEDY II

NOBLE

BARNES

HINES

WASHINGTON

ATKINSON

ATTEST:

**THE TOWN OF FOREST HEIGHTS,
MARYLAND**

Sherletta Hawkins, Town Clerk

By: _____
Habeeb-Ullah Muhammad, Mayor

By: _____
Calvin Washington, Council President

CERTIFICATION

I, hereby certify, as the duly appointed Town Clerk of the Town of Forest Heights, Maryland, that on the ____ day of July 2020 with ____ Aye votes and ____ Nay votes the aforesaid Resolution ____-20 passed.

Sherletta Hawkins, Town Clerk



Angela D. Alsobrooks
County Executive

PRINCE GEORGE'S COUNTY GOVERNMENT

OFFICE OF MANAGEMENT AND BUDGET

June 10, 2020

The Honorable Habeeb-Ullah Muhammad
Mayor
Town of Forest Heights
5508 Arapahoe Drive
Forest Heights, Maryland 20745

Dear Mayor Muhammad:

Thank you for submitting your municipal Coronavirus Relief Fund (CRF) spending plan. The Office of Management and Budget has reviewed your submission. As a result, your plan is accepted as submitted with the following modification(s) and/or additional requirement(s):

- Disallowed Expenses – Police pickup truck. Please note that all disallowed costs have been reallocated to a contingency line item in the approved spending plan as reflected in the enclosed spreadsheet.
- Hazard Pay – Provide evidence that hazardous pay has been approved by your governing body.
- Data Collection and Reporting – We request that you collect data that demonstrates how the municipality uses its share of funds. The CARES Act requires reporting by the County and subgrantees, which refers to the funds that the County is sharing with the municipalities. Examples of data to collect should include:
 - Personal Protective Equipment: how many items were purchased by type.

The enclosed spreadsheet summarizes your original CRF request submission and the County's decision. Please note that all disallowed, unallocated or contingency funds are still available for use by the municipality. In order to seek reimbursement of any unallocated or contingency funds, you must submit a supplemental spending plan for approval. All supplemental spending plans must be submitted by October 1, 2020 to OMBCOVID19@co.pg.md.us.

Additionally, please be advised that a CRF Agreement must be executed with Prince George's County prior to submitting reimbursement requests for any items approved in the municipal CRF spending plan. Therefore, enclosed with this letter are the following documents which will require your review, signature and return via email to OMBCOVID19@co.pg.md.us:

- CRF Agreement: sign and date signature page; have signature witnessed;
- Certification of Assurance of Compliance: sign and date;

Wayne K. Curry Administration Building, 1301 McCormick Drive, Largo, MD 20774
(301) 952-3300

www.princegeorgescountymd.gov

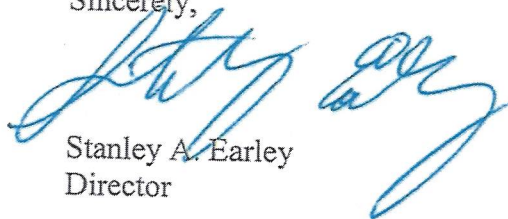


- Certificate of Authority: an officer of the town/city must complete and sign this form authorizing you as the signature authority on the Agreement; this form must be notarized;
- Electronic Signature Page: sign and date; and
- IRS W-9 Form: sign and date.

Once your CRF agreement is executed by the County, a signed contract will be forwarded to the municipality for recordkeeping purposes. At that time, additional instructions will be provided regarding the process for submitting CRF reimbursement requests. The County has partnered with a third-party contractor, SB & Company, LLC, to review all reimbursement requests for compliance with the executed CRF contract and applicable federal regulations. A portal will be established for submitting reimbursement requests directly to the contractor.

Lastly, I want to express my sincere appreciation for the commitment and dedication your municipality has made to the citizens, residents, and businesses in Prince George's County during the COVID-19 crisis. We appreciate your cooperation throughout the process. Should you have further questions or need additional information, please contact Amber Hendricks at 301-952-3621 or via email at OMBCOVID19@co.pg.md.us.

Sincerely,



Stanley A. Earley
Director

Enclosure

Coronavirus Relief Fund Spending Plan - Forest Heights

Max CRF Allocation \$ 157,000

Budget Item	Municipal Request	County Approved	Comments
Compensation			
Hazard Pay	42,024	42,024	
Short/Limited Term			
Sick/Other Leave			
Overtime			
Sub-Total	\$42,024	\$42,024	
Fringe Benefits			
	3,215	3,215	
Sub-Total	\$3,215	\$3,215	
Operating			
PPEs/Screenings/Reconfig	6,774	6,774	
Food Assistance			
Emergency Assistance			
Business Assistance			
Deep Cleaning			
Information Technology	6,982	6,982	
Public Outreach	10,410	10,410	
Distance Learning			
Vehicles	3,175	3,175	
Election			
Other	420	420	
Sub-Total	\$27,761	\$27,761	
Capital Outlay			
Communication Equipment	56,000	56,000	
Buildings/Storage/Disinfecting			
Information Technology			
Vehicles	28,000	0	
Sub-Total	\$84,000	\$56,000	
Contingency Reserve	0	28,000	Disallow vehicle \$28,000
Sub-Total	\$0	\$28,000	
Total	\$157,000	\$157,000	

**PRINCE GEORGE'S COUNTY, MARYLAND
FY2020-2021 AGREEMENT FOR CORONAVIRUS RELIEF FUNDS**

This **FY2020-2021 AGREEMENT FOR CORONAVIRUS RELIEF FUND** ("Agreement") is entered into by and between **PRINCE GEORGE'S COUNTY, MARYLAND** ("County"), a body corporate and politic, and **Town of Forest Heights** ("Municipality" or "Subrecipient") having a principal business address located at **5508 Arapahoe Drive, Forest Heights, Maryland 20745**.

WHEREAS, the Coronavirus Aid, Relief and Economic Security Act ("CARES Act") enacted pursuant to Section 601(a) of the Social Security Act, as added by Section 5001, established the Coronavirus Relief Fund ("CRF") and appropriated \$150 billion to provide payments to State, Local, and Tribal governments navigating the impact of the Coronavirus Disease 2019 ("COVID-19") outbreak; and

WHEREAS, the CARES Act authorizes the use of the CRF to cover necessary expenditures incurred and directly related to COVID-19; and

WHEREAS, the County has received a direct allocation from the CRF and desires to allocate \$15 million of said award to its 27 municipalities on a per capita basis to cover cost-reimbursable COVID-19 expenses; and

WHEREAS, the Municipality was required to complete and email the CRF Request Summary and CRF Municipality Request Template which are collectively herein referred as the "Plan", to identify and forecast its cost-reimbursable COVID-19 expenses, up to its maximum allotted per capita share, for the County's review and preliminary approval by or before May 22, 2020.

NOW, THEREFORE, in consideration of the premises and the mutual promises and covenants contained herein, the parties agree as follows:

1. Incorporation of Recitals

The foregoing recitals are hereby incorporated by reference as operative provisions of this Agreement.

2. Purpose

The purpose of this Agreement is to state the terms and conditions that shall govern the distribution of the County's CRF, on a per capita basis, to the Municipality for cost-reimbursable COVID-19 expenses in accordance with the applicable requirements set forth in the CARES Act and terms and conditions set forth herein.

3. Term of Performance

The term of performance shall commence effective as of the date the last party signs this Agreement and continue through December 15, 2020. As required by law, the parties' responsibilities under this Agreement shall continue until such time all applicable requirements of CARES Act and other related local, State or federal obligations have been satisfied.

4. Contract Administrator

The County's Contract Administrator shall be Stanley Earley, Director of OMB or his designee.

5. CRF Funding and Cost-Reimbursement for COVID-19 Expenses

A. The County has determined the Municipality's CRF per capita share for eligible COVID-19 expenditures incurred between March 1, 2020 and December 15, 2020 shall not exceed One Hundred Fifty-Seven Thousand Dollars (\$157,000) subject to the continued availability of funds awarded to the County and available for use.

B. The COVID-19 expenses identified in the Municipality's Plan shall be subject to the County's review, approval and or modification as deemed appropriate to comply with the CARES Act. All requests for reimbursement shall be based upon the budget set forth in Attachment 1, which is hereby incorporated by reference.

C. CRF payments shall only be disbursed in accordance with the County's receipt and approval of the Municipality's COVID-19 expenses outlined in the CRF Reimbursement Request Form(s) (Attachment 2).

D. CRF Reimbursement Request Form(s) must be submitted through a portal established by the County by or before December 15, 2020, unless otherwise approved in writing by the County's Contract Administrator.

6. Allowable COVID-19 Expenditures, Records and Reports

A. Expenditures: In accordance with the provisions established under the CARES Act, the County's approval of the COVID-19 expenses preliminarily approved in the Municipality's Plan as referenced in Attachment 1 and documented in the CRF Reimbursement Request Form(s) shall be limited to the following:

- i. Expenditures that were not accounted for in the Municipality's budget approved as of March 27, 2020 (the date of enactment for the CARES Act).
- ii. Necessary expenditures incurred due to the Municipality's public health emergency with respect to COVID-19 between March 1, 2020 and December 15, 2020.

- iii. COVID-19 expenditures that are discussed, in part, in the U.S Dept. of Treasury's Coronavirus Relief Fund Guidance for State, Territorial, Local and Tribal Governments dated April 22, 2020 (Attachment 3) and the U.S. Department of Treasury's Coronavirus Relief Fund Frequently Asked Questions Updated as of May 28, 2020 (Attachment 4), which are herein incorporated by reference.

B. Records and Reports: The Municipality agrees to maintain sufficient records; produce periodic reports and obtain audits as requested by the County; mandated by the CARES Act, State, or as otherwise required in accordance with applicable local, State or other federal laws to document its COVID-19 expenses and use of CRF payments under this Agreement.

7. Default

A. The parties agree that any of the following shall constitute a default under the terms and conditions of this Agreement:

- i. Submission of duplicate invoices and/or payment requests to the County, or receipt of duplicate payments; or
- ii. Any noncompliance with legislative, regulatory, or other requirements applicable to the CARES Act or COVID-19 cost-reimbursable expenses under this Agreement; or
- iii. Any other material breach of this Agreement, or any misrepresentation in Municipality's Plan or submission of COVID-19 cost-reimbursement requests, supporting documentation or requested report.

B. In the event of a default, which continues uncured for more than thirty (30) days, the County shall have the right to suspend or terminate this Agreement and pursue any available remedy at law or in equity including, but not limited to, repayment of COVID-19 funds and reasonable attorney's fees.

8. Suspension and Termination

A. For Cause: In accordance with terms and conditions set forth in this Agreement, the County may suspend or terminate this Agreement for cause, in whole or part, by written notice in instances where the Municipality materially fails to comply with any term of this Agreement. If the County withholds reimbursement payments, it shall advise the Municipality and specify, in writing, the actions that must be taken. In case of suspension, the County will notify the Municipality of the conditions precedent to resume payments and specify a reasonable date for compliance. In case of termination, the Municipality will remit all portions of any COVID-19 reimbursement payments previously received as determined by the County to be due. Acceptance of any such amount by the County shall not constitute a waiver of any claim that the County may otherwise have arising out of this Agreement.

B. For Convenience: The County may suspend or terminate this Agreement for convenience, in whole or part, by written notice as such action may be determined to be in the best interest of the County. The County will pay approved COVID-19 expenses associated with this Agreement that the Municipality has incurred up to the date of the termination.

9. Notice

Any required notices, submissions or other communications shall be made as follows:

For the County:

Stanley A. Earley, Director
Office of Management and Budget
Wayne K. Curry Administration Building
1301 McCormick Dr, Room 4200
Largo, MD 20774
Phone: (301) 952-3300
Email: OMBCOVID19@co.pg.md.us

For the Municipality:

The Honorable Habeeb-Ullah Muhammad
Mayor
Town of Forest Heights
5508 Arapahoe Drive
Forest Heights, Maryland 20745
Email: hmuhammad@forestheightsmd.gov

10. Other Federal Requirements

A. As applicable, the Municipality shall comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for federal awards set forth in 2 CFR Part 200 et seq.

B. The Municipality shall comply with the applicable requirements of the CARES Act, which may be amended from time to time.

11. Entire Agreement and Governing Laws

A. Entire Agreement: This Agreement and the incorporated attachments shall constitute the entire agreement between the County and the Municipality.

B. Severability: The invalidity or illegality of any provision of this Agreement shall not affect the remaining provisions of this Agreement which shall remain in full force and effect for the term of this Agreement.

C. Applicable Law: The Agreement shall be construed in accordance with CARES Act and applicable State of Maryland, local and federal laws and regulations.

D. Waiver: The failure of the County to enforce any provision of this Agreement shall not be deemed a waiver thereof.

E. Counterparts: This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which taken together shall constitute a single contract.

F. This Agreement shall be deemed personal to the parties hereto and shall not be assigned, delegated or sublet without the prior written consent of all parties. In addition, each party shall remain liable for performance under this Agreement unless released in writing by all parties.

12. Indemnification Clause

The Municipality shall save, hold harmless, defend and indemnify Prince George's County, Maryland ("County") against any and all liability claims, demands, suits, judgments, and the cost of whatsoever kind and nature arising or alleged to have arisen from injury, including personal injury to or death of person or persons, and for loss or damage occurring in connection with this Agreement or that results in whole part from any act or failure to act, errors or omissions of the Municipality, or any employee, agent or representative of the Municipality. The Municipality shall, at its own expense, appear, defend and pay all charges for attorney fees and all costs and other expenses arising therefrom or incurred in connection therewith, and if any judgment shall be rendered against the County in any such action, the Municipality shall at its own expense, satisfy and discharge the same. The Municipality expressly understands and agrees that any performance or payment bond or any insurance protection required by this Agreement or otherwise provided by the Municipality shall in no way limit the responsibility to save, hold harmless, defend and indemnify the County as provided herein. The Municipality shall take proper safety and health precautions to protect all employees and clients. The County does not waive any right or defense, or forebear any action, in connection herewith.

13. Insurance Requirements

During the performance of services under this Agreement, the Municipality shall maintain the following evidence of commercial insurance coverage:

A. Worker's Compensation: An insurance policy complying with the requirements of the statutes of the jurisdiction(s) in which the work will be performed. The "Municipality" or "Subrecipient" will provide coverage for these exposures on an "if any basis". The coverage under such an insurance policy or policies shall have limits not less than:

Worker's Compensation: STATUTORY LIMITS

Employer's Liability: Each Accident	\$500,000
Disease Policy Limits	\$500,000
Disease - Each Employee	\$500,000

B. Commercial General Liability Insurance (CGL): An insurance policy covering the liability of the "Municipality" or "Subrecipient" for all work or operations under or in connection with this project; and all obligations assumed by the "Municipality" or "Subrecipient" under this agreement. Products, Completed Operations and Contractual Liability must be included. The coverage under such an insurance policy or policies shall have limits not less than:

Bodily Injury and Property Damage Liability	\$1,000,000/\$3,000,000 per occurrence/ aggregate
Premises Medical Payments	\$5,000
Personal Injury / Advertising	\$1,000,000

Prince George's County, Maryland must be included as an additional insured under the general liability insurance coverage with respect to activities related to this Contract.

C. Automobile Liability Insurance: An insurance policy covering the use of all owned, non-owned, hired, rented or leased vehicles bearing license plates appropriate for the circumstances for which they are being used, as required by the Motor Vehicle Laws of the State of Maryland and not covered under the "Municipality's" or "Subrecipient's" aforementioned Commercial General Liability Insurance.

The coverage under such an insurance policy or policies shall have limits not less than:

Bodily Injury and Property Damage Liability	\$1,000,000 Combined Single Limit
---	-----------------------------------

D. Misc. Professional (Errors and Omissions) Liability Insurance: A separate insurance policy to pay on behalf of the "Municipality" or "Subrecipient" all costs the "Municipality" or "Subrecipient" shall become legally obligated to pay as damages due to any claim caused by any negligent act, error or omission of the "Municipality" or "Subrecipient" or any other person for whose acts the "Municipality" or "Subrecipient" is legally liable arising out of the performance under this project work. The coverage under such an insurance policy shall have a limit of liability not less than:

\$1,000,000 per claim

(SIGNATURES APPEAR ON THE NEXT PAGE)

IN WITNESS WHEREOF, this FY2020-2021 Agreement for Coronavirus Relief Funds is entered as of the date the last party signed below.

FOR: TOWN OF FOREST HEIGHTS

WITNESS: _____

BY: _____

DATE: _____

**FOR: PRINCE GEORGE'S COUNTY,
MARYLAND**

BY: _____

DATE: _____

Attachments:

- 1 - CRF Municipal Spending Plan
- 2 - CRF Reimbursement Request Form
- 3 - CRF U.S. Dept. of Treasury Guidance for State, Territorial, Local and Tribal Governments
- 4 - CRF U.S. Dept. of Treasury Frequently Asked Questions

THE TOWN OF FOREST HEIGHTS
RESOLUTION 44-20

**A RESOLUTION TO APPROVE A LICENSE AGREEMENT BETWEEN THE
POTOMAC ELECTRIC POWER COMPANY ("PEPCO") AND THE TOWN OF
FOREST HEIGHTS (THE "TOWN") ALLOWING THE USE OF TOWN PROPERTY
TO CONSTRUCT AND OPERATE ELECTRIC VEHICLE CHARGING FACILITIES**

Introduced By: Mayor Habeeb-Ullah Muhammad

WHEREAS, pursuant to Charter, §33-20(b)(41) (Property), the Council shall have the power to pass ordinances to acquire by conveyance, purchase of gift, real or leasable property for any public purposes; to erect buildings and structures thereon for the benefit of the Town and its inhabitants; and to convey any real or lease hold property when no longer needed for the public use, after having given at least twenty days' public notice of the proposed conveyance; to control, protect and maintain public buildings, grounds and property of the Town; and

WHEREAS, the Town Council enacted Emergency Ordinance No. 06-15 on September 18, 2015, approving the purchase of real property located at 5433 Indian Head Highway; and

WHEREAS, pursuant to Charter, § 33-80 (Acquisition; possession; disposal), the Town may acquire real, personal, or mixed property for any public purpose by purchase, gift, bequest, devise, lease, condemnation, or otherwise and may sell, lease, or otherwise dispose of any property belonging to the Town; and

WHEREAS, pursuant to Resolution 28-18, adopted on May 16, 2018, the Town Council approved a Development Plan for the Community Gathering Space (Phase 2) located at 5433 Indian Head Highway; and

WHEREAS, the Development Plan referenced a conceptual site plan that included the following: a lighted above-ground stage situated between two pre-fabricated wooden pavilions, concrete walkways illuminated by solar concrete bollards, two (2) parking spaces with electric charging stations, three (3) sculptured benches, a wood picket fence for the property line, and a soil berm for safety; and

WHEREAS, the Town wishes to execute a license agreement outlining the parameters and conditions for use of a certain portion of the Town's real properties located at 5433 Indian Head Highway and 5508 Arapahoe Drive in order to make available public electric vehicle charging stations.

NOW THEREFORE BE IT RESOLVED, that the Town Council approves and adopts the agreement entitled "License Agreement for Electric Vehicle Charging Station Facilities," attached hereto as Exhibit A and incorporated by referenced herein (the "License Agreement"); and

THE TOWN OF FOREST HEIGHTS
RESOLUTION 44-20

BE IT FURTHER RESOLVED, the Town Council further delegates to the Mayor the requisite authority to execute said License Agreement on behalf of the Town provided that the number and location of the electric vehicle charging stations and the final installation plan, as referenced in the License Agreement, is submitted to the Council for its review and approval; and

BE IT FURTHER RESOLVED that this Resolution shall take effect immediately upon passage.

PASSED this 4th day of May 2020.

ROLL CALL VOTE

YEA/NAY/ABSTAIN/ABSENT

MUHAMMAD

KENNEDY II

NOBLE

BARNES

HINES

WASHINGTON

ATKINSON

ATTEST:

THE TOWN OF FOREST HEIGHTS

Sherletta Hawkins, Town Clerk

Habeeb-Ullah Muhammad, Mayor

Calvin Washington, Council President

CERTIFICATION

I, hereby certify, as the duly appointed Town Clerk of the Town of Forest Heights, Maryland, that on the ____ day of May 2020 with ____ Aye votes and ____ Nay vote the aforesaid Resolution __-20 passed.

Sherletta Hawkins, Town Clerk

Exhibit A (License Agreement)

Town of Forest Heights

Resolution 44-20

Page 2

LICENSE AGREEMENT FOR ELECTRIC VEHICLE CHARGING STATION FACILITIES

THIS AGREEMENT ("Agreement") made as of the _____ day of _____, 2020 ("Effective Date") between THE TOWN OF FOREST HEIGHTS, a municipal corporation in the State of Maryland (hereinafter, "THE TOWN OF FOREST HEIGHTS" or "THE TOWN"), and POTOMAC ELECTRIC POWER COMPANY, a District of Columbia and Virginia corporation with a principle place of business at 701 Ninth St. N.W. Washington, D.C. 20068 (hereinafter "PEPCO") (The TOWN and PEPCO are collectively referred to herein as the "PARTIES.")

RECITALS

WHEREAS, the TOWN is the owner of property located at (a) 5508 Arapahoe Drive, Forest Heights, Maryland 20745 and (b) 5433 Indian Head Highway (p/o Parcel A & Parcel 409), Forest Heights, MD 20745 (collectively, the "TOWN PROPERTY"); and

WHEREAS, the Town is obligated to maintain and holds an easement for the service roads of Indian Head Highway (accessing p/o Parcel A & Parcel 409) located within the SHA MD 210 right-of-way; and

WHEREAS, PEPCO and the TOWN desire to support Maryland's goal to advance the adoption of electric vehicles through the expansion of public electric vehicle charging station infrastructure on property leased, owned or occupied by a unit of the state, county or municipal government; and

WHEREAS, in furtherance of that goal PEPCO desires to place electric vehicle charging station facilities and the TOWN agrees to allow the installation, operation, maintenance and removal of electric vehicle charging station facilities on the TOWN PROPERTY under the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein, the legal sufficiency of which is hereby acknowledged, PEPCO and the TOWN hereby agree as follows:

1. Recitals incorporated. The above Recitals are incorporated herein.
2. Use of TOWN PROPERTY. The TOWN hereby grants PEPCO, its successors, licensees and assigns, subject to the terms set forth herein, the right and license to construct, install, reconstruct, operate and maintain electric vehicle charging station facilities, including, but not limited to, pads, charging facilities, electric and communication lines, poles, crossarms, wires, anchors, guys, conduits, cables, transformers, meters, appurtenant equipment and enclosures (collectively, "charging station facilities") upon, over, under and across the TOWN PROPERTY in the general locations as depicted on the attached Exhibit A.

The TOWN grants PEPCO the right of access at all times to the charging station facilities, the right to extend electric and communication lines by the most direct practical route from the main lines to the charging station facilities on TOWN PROPERTY, the right to trim,

top, cut down and remove trees and/or shrubs adjacent to charging station facilities to provide proper operating clearance, the right to make necessary openings and excavations for the purpose of examining, repairing, replacing, altering or expanding charging station facilities provided that all openings or excavations shall be properly refilled and the property left in good and safe condition, and the right to place signs on TOWN PROPERTY, near the charging station facilities restricting use of parking spaces adjacent to the charging station facilities to electric vehicles using or in line to use the charging facilities in accordance with the approved plan and required permits. No buildings or structures are to be erected under or over charging station facilities, and adequate horizontal clearances, with a five (5) foot minimum, must be maintained. Shrubbery, trees, fences, or other obstructions shall not be placed so close to any charging station facilities that they would, hinder or obstruct operation or maintenance of said equipment.

PEPCO shall, at its sole cost and expense, be responsible for all installation activities (the "Installation Activities") required to support the operation of the charging station facilities and services therewith, including furnishing and installing all materials, equipment, and labor required for the installation of the charging station facilities. This includes but is not limited to all work related to the development of plans and documents for supplying power to the charging station facilities per PEPCO standards and TOWN requirements; the hiring and coordination of all vendors and contractors; the installation of electrical equipment, utility lines, hardware, and software; and site preparation, trenching, repaving, and landscaping. The TOWN reserves the right to relocate individual charging stations and supporting infrastructure at its sole cost.

3. Term of Agreement/Renewal/Termination. This Agreement shall commence as of the Effective Date and expire five years from the Effective Date that the charging station facilities first become operational. PEPCO shall have the option to renew this agreement for three additional terms of five years each provided PEPCO continues to use the TOWN PROPERTY as provided in Paragraph 2 above. This Agreement shall terminate with at least 90 days' notice upon the expiration of any particular five-year term as it may be extended under this Paragraph. PEPCO may terminate this agreement with the TOWN with 90-days' notice and may vacate the TOWN PROPERTY thereafter.

4. Installation of Charging Station Facilities, Permits Required. Prior to the installation of the charging station facilities, PEPCO or its contractor must first obtain the approval of the TOWN for the installation plans and all required permits, including but not limited to construction-related permits issued by the State, County or the Town and permits required for performance of the Installation Activities within the adjacent sidewalk or the TOWN PROPERTY.

5. Maintenance. PEPCO or its contractor shall be responsible for the continual maintenance of the charging station facilities and related equipment in a safe and operable condition. PEPCO will obtain all required permits, before performing maintenance work. The vehicle charging stations shall be part of PEPCO'S electric plant and shall be constructed, installed, maintained, and operated in accordance with applicable PEPCO standards, including safety, and applicable regulations promulgated by the Maryland Public Service Commission, including COMAR 20.50.02.01, to assure, as far as reasonably possible, continuity of service and the safety of persons and property.

6. Removal/Ownership of charging station facilities. Upon the termination of this Agreement, PEPCO shall remove its above-grade charging station facilities and return the TOWN PROPERTY to as near as its original condition as reasonably possible.

7. Personal Property. The TOWN acknowledges and agrees that all charging station facilities shall be considered personal property and shall at all times remain PEPCO's property.

8. Notices. All notices given pursuant to this Agreement shall be in writing and shall be deemed duly given if personally delivered, with signed receipt, or sent by certified mail, return receipt requested, postage prepaid or via a national overnight courier. The notice shall be deemed to have been received on the date indicated on the signed receipt.

Notices to the TOWN shall be sent c/o the Director of Public Works, Municipal Center, 5508 Arapahoe Drive, Forest Heights, MD 20784, with courtesy copies that shall not constitute notice to the Office of the Mayor and Forest Heights Town Administrator, Municipal Center, 5508 Arapahoe Drive, Forest Heights MD 20784.

Notices to PEPCO shall be sent to: Pepco, Manager Real Estate and Facilities, EP 4223, 701 Ninth Street, N.W., Washington, D.C. 20068, with courtesy copies that shall not constitute notice to Pepco, Legal Services, Ninth Floor, 701 Ninth Street, N.W., Washington, D.C. 20068.

9. Insurance and Indemnification. PEPCO and its contractor(s) shall maintain general liability insurance coverage for the charging station facilities naming the TOWN as an ADDITIONAL insured so as to protect the TOWN against any and all claims for personal and property injuries, including death, and coverage for environmental impairment exposures, in the amount of \$1,000,000 per occurrence, and \$2,000,000 in the aggregate. PEPCO and its contractor shall also secure workers' compensation coverage meeting or exceeding Maryland statutory requirements and provide to the TOWN a waiver of subrogation endorsement which documents the workers' compensation carriers agreement to waive all rights of subrogation against the TOWN, its officers, officials, employees, and volunteers for losses which arise from the work performed by PEPCO or its contractor. PEPCO and its contractor will also secure appropriate Auto Liability Coverage to stipulate coverage in the amount of \$2,000,000 Combined Single Limit per accident for bodily injury and property damage. PEPCO shall provide the TOWN with a certificate and appropriate endorsements evidencing that the insurance required herein is in effect each year prior to the beginning of operations. PEPCO shall similarly request and review contractor(s) coverage for the adherence to insurance and indemnification requirements. The insurance requirements can be met by a combination of insurance and self-insurance.

PEPCO shall obtain an insurance certificate and endorsement from its contractor(s) and then provide same to the TOWN prior to initiating installation of the charging station facilities.

PEPCO and its contractor(s) shall indemnify and save harmless the TOWN and all of its officers, employees, agents, representatives, and servants, from any and all liability, loss, damages, claims, causes of action, judgments, and expenses, including reasonable attorney's fees, to the extent arising out of or resulting from the installation, maintenance, operation, use and/or removal of the charging station facilities except to the extent caused by the negligence or

willful misconduct of the TOWN, including but not limited to the Local Government Tort Claims Act, Section 5-303 (a), Courts & Judicial Proceedings Article, Annotated Code of Maryland.

10. Entire Agreement. This Agreement contains the entire agreement of the parties. This Agreement can only be modified by a written modification agreement signed by the parties.

11. Governing Law. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Maryland.

12. Assignment. This Agreement may not be assigned without the written consent of the TOWN.

IN WITNESS WHEREOF, the TOWN and PEPCO have executed this Agreement effective as of the date first written above.

POTOMAC ELECTRIC POWER COMPANY, a District of Columbia and Virginia corporation

By: _____
Name: _____
Title: _____

THE TOWN OF FOREST HEIGHTS, a municipal corporation of the State of Maryland

By: _____
Name: _____
Title: _____

STATE OF _____: SS:
COUNTY OF _____:

I hereby certify that on this _____ day of _____, 2020, before me, the undersigned officer, personally appeared _____ known to me (or satisfactorily proven) to be the person whose name is subscribed to the foregoing instrument, who acknowledged himself to be the _____ of Potomac Electric Power Company, a District of Columbia and Virginia corporation, and that (s)he, in such capacity and being authorized so to do, did execute the foregoing Agreement as the act and deed of Potomac Electric Power Company for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public

My Commission Expires: _____

STATE OF MARYLAND: SS:

COUNTY OF PRINCE GEORGE'S:

I hereby certify that on this _____ day of _____, 2020, before me, a Notary Public in and for the State and County aforesaid, personally appeared _____, who acknowledged himself to be the _____ of the TOWN of FOREST HEIGHTS, Maryland, a municipal corporation, and that (s)he, in such capacity, and being authorized to do so, executed the foregoing Agreement on behalf of the TOWN of FOREST HEIGHTS for the purposes therein contained, and acknowledged the same to be the act and deed of the TOWN of FOREST HEIGHTS.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public

My Commission Expires: _____

EXHIBIT A





701 Ninth Street, NW
Washington, DC 20068
June 9, 2020

THE TOWN OF FOREST HEIGHTS
5508 ARAPAHOE DRIVE
FOREST HEIGHTS, MD 20745

Re: Potomac Electric Power Company Project

Please be advised that Potomac Electric Power Company is covered under a self-insurance program maintained by its parent company, Exelon Corporation, and we will self-insure its obligations as they may arise. Potomac Electric Power Company is thus hereby named as an insured to this program. The self-insurance program is more fully described as follows:

1. Commercial General Liability – Exelon Corporation maintains a self-insured retention of \$2 million per occurrence. We also maintain excess liability insurance above this self-insured retention.
2. Workers' Compensation and Employer's Liability – Exelon is a qualified self-insurer in Maryland for all statutory benefits and employer's liability.
3. Automobile Liability – Exelon is a qualified self-insurer in Maryland for automobile liability.

Exelon Corporation shall consider the above-described program of self-insurance to be continuous and shall provide at least thirty (30) days prior written notice of cancellation to the addressee of this letter.

This letter will also confirm that the TOWN OF FOREST HEIGHTS is an additional insured with respect to the Excess Liability Policy.

Should you have any questions, please feel free to contact me on (202) 872-2195.

Sincerely,

Joseph L. Navarra

Joseph L. Navarra
Principal Insurance Analyst
Exelon Corporation

**THE TOWN OF FOREST HEIGHTS
RESOLUTION 45-20**

A RESOLUTION TO APPROVE A CONSTRUCTION MANAGEMENT PROPOSAL OF PENNONI ASSOCIATES INC. FOR THE NORTH HURON DRIVE SAFE ROUTES TO SCHOOL PROJECT

Introduced by: Mayor Habeeb-Ullah Muhammad

WHEREAS, the Town has undertaken various activities in the past designed to improve water drainage of streets, roads, alleys and by-ways in the Town, which began with the preparation of the Drainage Assessment and Inspection Report and the Pedestrian Facilities Assessment and Transition Plan prepared by Pennoni Associates Inc. on January 22, 2011; and, this was an undertaking generally referred to by the Town as the "Forest Heights Permeable Green Streets Project;" and

WHEREAS, the Town pursuant to Resolution 43-12 expressed its original intent to obtain one or more Revolving Fund Loans through the Maryland Water Quality Financing Administration's ("MWQFA") revolving loan program and other funding sources in order to finance, reimburse or refinance all or a portion of the costs of one or more components of the Project; and

WHEREAS, there are several sources of funding being used by the Town to pay for this construction project along North Huron Dr. including a Safe Routes to School grant awarded by the Maryland Department of Transportation State Highway Administration in the amount of \$211,000.00; and

WHEREAS, on October 7, 2013, the Mayor and Council pursuant to Resolution 70-13 approved an engineering proposal by Pennoni Associates, Inc., for design of the reconstruction of North Huron Drive, which included an allowance to subcontract with A.D. Marble & Company ("A.D. Marble") whereby Pennoni would incorporate final drainage, SWM, E&S and landscape designs developed by A.D. Marble to prepare a comprehensive set of final design plans, and to further allow Pennoni to incorporate construction specifications, estimates and permits/approvals obtained by A.D. Marble into the final construction and bidding documents; and

WHEREAS, the Town Council originally authorized the Mayor to enter into an Engineering Services Proposal for Safe Routes to School along North Huron Drive dated December 1, 2016 for a fee not to exceed sixty thousand dollars (\$60,000.00); and

WHEREAS, at its August 21, 2019 Town Council meeting, the Town Council approved Resolution 52-19 which awarded the bid and authorized the Mayor to execute a contract on behalf of the Town with Fort Myer Construction Corporation for the construction of a sidewalk along North Huron Drive for a total cost of \$539,449.10; and

The Town of Forest Heights
Resolution 45-20

WHEREAS, the North Huron Drive Sidewalks – Phase I Project (Contract No. FHRFB 2-17) includes reconstruction of more than 2,300 linear feet of pervious concrete sidewalk, reconstruction/upgrades to driveway aprons, construction of ADA compliant concrete ramps, tree and fence removal and installation, and pavement markings to allow for pedestrian flow and access to the area schools; and

WHEREAS, on March 26, 2018, Resolution 18-18 regarding a revised supplemental proposal for professional engineering services for the design of the SRTS Project for North Huron Drive in the amount of \$34,000 was approved; and

WHEREAS, the professional services proposal of Pennoni Associates, Inc. approved in March of 2018 allowed for revisions or changes for additional services beyond the scope of the proposal provided the monies for those services were budgeted; and

WHEREAS, the Project was a first of its kind for the Town and stipulations associated with SRTS grant funds were revealed to include certain oversight and adherence to State and Federal grant requirements including the necessity to provide constant construction project inspectors on site during all times of construction; and

WHEREAS, the federal and state requirements have been numerous and substantial including bringing in specially qualified construction management inspectors for erosion & sediment control (ESC) certification for projects of this nature having Maryland Department of Environment (MDE) and State Highway Administration (SHA) credentials also known as “Yellow and Green” cards; and

WHEREAS, during the pre-construction meeting held for the project kick-off, it was discovered that although the subject of project management had been substantially addressed by the project team, a full complement of construction project inspectors had not been identified nor budgeted for, to the extent necessary to fulfill the SHA requirement of on-site inspectors and construction management needed to cover the entire timeframe, without any interruptions in coverage, associated with the project; and

WHEREAS, the construction phase of the North Huron Drive Sidewalk construction project began on February 24th 2020 and at the time it was the staff’s focus to make sure the project construction management inspection component was solidified to ensure timely project completion within the approximately ninety-day projected construction period and, since the construction contract that had been awarded in August 2019 was in jeopardy, due to ongoing negotiations on changes orders, the staff elected to continue with Pennoni’s services into the construction phase under the prior approved personal services contract; and

WHEREAS, Pennoni Associates, Inc. has tendered a proposal dated July 2, 2020 for professional services for SRTS along North Heron Drive for construction inspection, field

management, data entry and concrete testing, and engineering coordination needed to process and implement requests for information from State and Federal agencies; and

NOW THEREFORE, BE IT RESOLVED that the Council authorizes and approves the Mayor on behalf of the Town to enter into the attached written contract or proposal with Pennoni Associates, Inc., attached hereto and incorporated herein as Exhibit A, in the amount of 125,000.00 to carry out the performance of the project described herein above to be paid from Budget line item ____.

AND, BE IT FURTHER RESOLVED, that the Town Council of Forest Heights, Maryland hereby authorizes and approves the Mayor on behalf of the Town to execute any other related instrument or document necessary to carry out the intent of this Resolution.

AND, BE IT FURTHER RESOLVED that this Resolution shall take effect upon its passage.

PASSED this 6th day of July 2020.

APPROVED: By Resolution of the Town Council of The Town of Forest Heights, Maryland.

ROLL CALL VOTE

YEA/NAY/ABSTAIN/ABSENT

MUHAMMAD

KENNEDY II

NOBLE

BARNES

HINES

WASHINGTON

ATKINSON

ATTEST:

MAYOR AND COUNCIL OF THE TOWN OF
FOREST HEIGHTS, MARYLAND

Sherletta Hawkins, Town Clerk

Habeeb-Ullah Muhammad, Mayor

The Town of Forest Heights
Resolution 45-20

Calvin Washington, Council President

CERTIFICATION

I, hereby certify, as the duly appointed Town Clerk of the Town of Forest Heights, Maryland, that on the 6th day of July 2020, with _____ Aye votes and _____ Nay vote the aforesaid Resolution __-20 passed.

Sherletta Hawkins, Town Clerk

Exhibit A (Contract/proposal.)

The Town of Forest Heights
Resolution 45-20

July 2, 2020

Mayor Habeeb-Ullah Muhammad
The Town of Forest Heights
5508 Arapahoe Drive
Forest Heights, MD 20745

**RE: Proposal for Professional Services
Safe Routes to School along North Huron Drive-Supplemental for Construction Inspection**

Dear Mayor Muhammad:

Thank you for this opportunity to provide this proposal for the above referenced project. This proposal is based on 1.) Pennoni's understanding of the State Highway Administration's (SHA) requirements for full time onsite Construction Inspection 2.) Coordination needed to process and implement requests for information 3.) Meetings with SHA, including any of its agencies, the Town, Contractor, AD Marble, PG DPIE, Subcontractors and Federal Agencies 4.) Time needed to process data, forms and paperwork needed for State electronic systems such as MMS for materials, Payroll forms, DBE forms, 5.) to perform concrete testing, prepare forms and cylinders and any other requirements as deemed necessary to implement the NHD project. This proposal is based on our understanding for State and federal projects and after several conversations with representatives from various offices within the past several months.

The following scope of services represents supplemental work required anticipated in each of the three parts mentioned above in this proposal.

Full Time Construction Inspection (8-11 hrs a day), Field Management, Data Entry and Concrete Testing (Minesh Patel, Bret Hadzimichalis) Daily IDRs to include equipment used, personnel and visitors onsite, items used, material approvals, measuring, payroll, beginning April 13, 2020 and ending in approximately July 31, 2020).

ESTIMATED FEE: \$100,000 (may change depending on project length)

Engineering and Coordination needed to process and implement requests for information (Anthony Patrick and Kim Adams) Consulting with the SHA Corporate Offices SHA District 3 for processes, Local and Federal Agencies; Consulting with Pennoni Engineering Staff for clarifications; Consulting and preparing documentation for the Town, reviewing and approving invoices, scheduling, preparing minutes and discussing action items for b-weekly progress meetings and other requirements meeting for feds and state; Consulting with AD marble for ESC/SWM issues.

ESTIMATED FEE: \$25,000 (may change depending on project length)

BILLING AND PAYMENT

An invoice for completed professional services will be presented for payment on a monthly basis based on the attached fee schedule. Invoices are due upon receipt. The Client acknowledges that the method of billing and payment has been discussed in detail, that the terms agreed upon can only be changed by a written addendum agreed to by both parties. Pennoni may alter the distribution of fees between individual phases and tasks. (do not use in lump sum proposals)

TERMS AND CONDITIONS

A. GENERAL

1. Pennoni Associates Inc. General Terms and Conditions (Form LE01 12/2015) is attached hereto and considered as part of the scope of services. The Client indicates by the execution of this proposal that they have reviewed and understand the General Terms and Conditions.

B. SPECIAL

1. This proposal is for providing the specific services described within the Scope of Services. **Any services provided by Pennoni for this project which are not specifically included in the above Scope of Services are additional services and will**

be billed as such in addition to the above stated fees. Additional services must be authorized by the Client in writing and in advance of proceeding with the work.

2. We cannot guarantee approvals by permitting agencies as these approvals are subject to circumstances beyond our control. **Our fees are due and payable regardless of ultimate approval. It is anticipated that permitting agencies will submit one round of comments.** Our services will be performed by qualified personnel under the direction of a registered professional.


3. The Client shall provide unimpeded access to the site for all equipment and personnel necessary for us to perform the services set forth in this proposal. Pennoni, and/or subconsultant used by Pennoni for this service, will not be responsible for the accuracy of descriptive data pertaining to any areas of the site to which we do not have access. Notify Pennoni of potential hazard areas where special hazards may exist.

Thank you for the opportunity to provide these professional services. If this proposal is acceptable, please sign and return one (1) of the enclosed copies (along with the required retainer- if applicable) as our Notice-To-Proceed. This proposal is valid for a period of 30 days. If you have any questions, or if you would like to discuss any of the above, please feel free to contact Ms. Kimberley Adams at 443-449-2505 or Mr. Anthony Patrick at 410-878-9550. We look forward to the opportunity of continuing our work with the Town of Forest Heights on this project.

Sincerely,

PENNONI ASSOCIATES INC.

Kimberley Adams, PE, PE
Senior Engineer/ Division Manager



Ted F. Januszka, PE
Vice President

TFJ/ka
cc: File

Accepted by:

Signature Date

Print Name and Title

Client/Agency